

EXHIBIT

"E"

Plea

Agreements

(Revised 10/04)

Disciplinary Case No. 2015-14069

THE NEW YORK CITY POLICE DEPARTMENT

NOTE: THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE POLICE COMMISSIONER

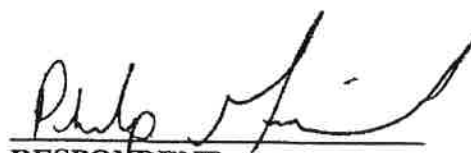
A NEGOTIATED PLEA AGREEMENT FOR SETTLEMENT OF DISCIPLINARY MATTERS WITHIN THE NEW YORK CITY POLICE DEPARTMENT

Prior to the commencement of plea negotiations, it is acknowledged, by the Respondent, Respondent's Attorney and the Department Advocate, that any subsequent agreement concerning a stipulated penalty which may be accepted by the Department Advocate will constitute his recommendation to the Police Commissioner.

In the event that plea negotiations do not result in an agreement, or any agreement concerning a proposed penalty is rejected by the First Deputy Commissioner or Police Commissioner, no statements by the Respondent or his/her Attorney made in connection with this agreement, will be admissible against the Respondent. The Respondent's rights and privileges will remain unaffected, and the Department's disciplinary process will proceed as if plea negotiations had never taken place. Additionally, it is understood that the Police Commissioner retains all rights, privileges and discretion granted him under applicable law as if plea negotiations had never taken place.

DATED: May 18, 2017


ATTORNEY FOR RESPONDENT


RESPONDENT
Police Officer Philip Miranda


DEPARTMENT ADVOCATE

I shall forfeit thirty (30) vacation days.


Dismissal from the New York City Police Department; however, judgment is suspended and I will be placed on Dismissal Probation for a period of one (1) year. I understand that the Police Commissioner may impose punishment of dismissal or any lesser penalty deemed appropriate at any time during such period. This period of probation shall commence upon the approval of this Negotiated Settlement by the Police Commissioner.

This Negotiated Settlement is not considered final until the Police Commissioner has approved it. However, I acknowledge that this Negotiated Settlement is considered binding upon me once this Negotiated Settlement has been signed by me and my counsel.

If I violate any terms of this Negotiated Settlement, including if I file an application for any type of retirement pension, including an accidental or an ordinary disability retirement pension, prior to the approval of this agreement by the Police Commissioner and the imposition of this Negotiated Settlement, this Negotiated Settlement will be considered null and void at the discretion of the Police Commissioner. Upon application for any type of retirement, the Police Commissioner may elect to file the above referenced Disciplinary Charges against me or may expeditiously schedule the matter for a Department trial.

I understand that this Negotiated Settlement is in lieu of other lawful sanctions that the Police Commissioner may have imposed after trial and upon a finding of guilt for the charged misconduct, but does not preclude the Police Commissioner from exercising the discretion or authority or both as to promotion, demotion or appointment.

PM



ATTORNEY FOR RESPONDENT


**KEVIN S. RICHARDSON
DEPUTY COMMISSIONER
DEPARTMENT ADVOCATE**

I hereby approve the Negotiated Settlement recommended herein.

DATED: _____

POLICE COMMISSIONER

DEF. P.O. 051

Respondent's Initials: 

(Revised 10/04)

Disciplinary Case No. 2016-15437

THE NEW YORK CITY POLICE DEPARTMENT

NOTE: THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE POLICE COMMISSIONER.

A NEGOTIATED PLEA AGREEMENT FOR SETTLEMENT OF DISCIPLINARY MATTERS WITHIN THE NEW YORK CITY POLICE DEPARTMENT

Prior to the commencement of plea negotiations, it is acknowledged, by the Respondent, Respondent's Attorney and the Department Advocate, that any subsequent agreement concerning a stipulated penalty which may be accepted by the Department Advocate will constitute his recommendation to the Police Commissioner.

In the event that plea negotiations do not result in an agreement, or any agreement concerning a proposed penalty is rejected by the First Deputy Commissioner or Police Commissioner, no statements by the Respondent or his/her Attorney made in connection with this agreement, will be admissible against the Respondent. The Respondent's rights and privileges will remain unaffected, and the Department's disciplinary process will proceed as if plea negotiations had never taken place. Additionally, it is understood that the Police Commissioner retains all rights, privileges and discretion granted him under applicable law as if plea negotiations had never taken place.

DATED: April 27, 2017


ATTORNEY FOR RESPONDENT


RESPONDENT

Police Officer James Drummy


DEPARTMENT ADVOCATE

I understand that if this Negotiated Settlement is approved by the Police Commissioner, the penalty against me will be as follows:

I shall forfeit thirty (30) vacation days.

and

Dismissal from the New York City Police Department; however, judgment is suspended and I will be placed on Dismissal Probation for a period of one (1) year. I understand that the Police Commissioner may impose punishment of dismissal or any lesser penalty deemed appropriate at any time during such period. This period of probation shall commence upon the approval of this Negotiated Settlement by the Police Commissioner.

If this Negotiated Settlement includes a period of dismissal probation, I understand that said period of dismissal probation shall be **EXTENDED** by any and all time that I am on any of the following: suspension, modified assignment, restricted duty, limited duty, entry-level probation, and leave of absence of any type, including but not limited to sick leave, use of compensatory time, annual leave, pre-separation leave and terminal leave.


This Negotiated Settlement is not considered final until the Police Commissioner has approved it. However, I acknowledge that this Negotiated Settlement is considered binding upon me once this Negotiated Settlement has been signed by me and my counsel.

If this Negotiated Settlement is approved by the Police Commissioner, I accept said decision, and as a condition of accepting such decision of the Police Commissioner, I hereby waive any and all rights granted to me under all applicable laws of the City and State of New York.

If I violate any terms of this Negotiated Settlement, including if I file an application for any type of retirement pension, including an accidental or an ordinary disability retirement pension, prior to the approval of this agreement by the Police Commissioner and the imposition of this Negotiated Settlement, this Negotiated Settlement will be considered null and void at the discretion of the Police Commissioner. Upon application for any type of retirement, the Police Commissioner may elect to file the above referenced Disciplinary Charges against me or may expeditiously schedule the matter for a Department trial.

I agree not to file any action against either the City of New York or the New York City Police Department for wages or reinstatement to rank. I hereby acknowledge, release and discharge the City of New York and the New York City Police Department from all actions, causes of action, suits, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever in law and equity, my heirs, executors, administrators, successors, assigns, and I ever had, now have or hereinafter can, shall or may have for upon or by reason of any matter or cause whatsoever from the beginning of my date of appointment as a New York City Police Officer to the date of this release.

I understand that this Negotiated Settlement is in lieu of other lawful sanctions that the Police Commissioner may have imposed after trial and upon a finding of guilt for the charged misconduct, but does not preclude the Police Commissioner from exercising the discretion or authority or both as to promotion, demotion or appointment.

Respondent's Initials: 



ATTORNEY FOR RESPONDENT

**KEVIN S. RICHARDSON
DEPUTY COMMISSIONER
DEPARTMENT ADVOCATE**

I hereby approve the Negotiated Settlement recommended herein.

DATED: _____

POLICE COMMISSIONER

DEF. P.O. 054

Respondent's Initials:



(Revised 10/04)

Disciplinary Case No. 2015-13796

THE NEW YORK CITY POLICE DEPARTMENT

NOTE: THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE POLICE COMMISSIONER

A NEGOTIATED PLEA AGREEMENT FOR SETTLEMENT OF DISCIPLINARY MATTERS WITHIN THE NEW YORK CITY POLICE DEPARTMENT

Prior to the commencement of plea negotiations, it is acknowledged, by the Respondent, Respondent's Attorney and the Department Advocate, that any subsequent agreement concerning a stipulated penalty which may be accepted by the Department Advocate will constitute his recommendation to the Police Commissioner.

In the event that plea negotiations do not result in an agreement, or any agreement concerning a proposed penalty is rejected by the First Deputy Commissioner or Police Commissioner, no statements by the Respondent or his/her Attorney made in connection with this agreement, will be admissible against the Respondent. The Respondent's rights and privileges will remain unaffected, and the Department's disciplinary process will proceed as if plea negotiations had never taken place. Additionally, it is understood that the Police Commissioner retains all rights, privileges and discretion granted him under applicable law as if plea negotiations had never taken place.

DATED: May 18, 2017


ATTORNEY FOR RESPONDENT


RESPONDENT
Police Officer Brendan Sullivan


DEPARTMENT ADVOCATE

appeal an adverse decision rendered after such hearing to a court or administrative agency of proper jurisdiction.

I understand that if this Negotiated Settlement is approved by the Police Commissioner, the penalty against me will be as follows:

I shall forfeit thirty (30) vacation days.

and

Dismissal from the New York City Police Department; however, judgment is suspended and I will be placed on Dismissal Probation for a period of one (1) year. I understand that the Police Commissioner may impose punishment of dismissal or any lesser penalty deemed appropriate at any time during such period. This period of probation shall commence upon the approval of this Negotiated Settlement by the Police Commissioner.

If this Negotiated Settlement includes a period of dismissal probation, I understand that said period of dismissal probation shall be **EXTENDED** by any and all time that I am on any of the following: suspension, modified assignment, restricted duty, limited duty, entry-level probation, and leave of absence of any type, including but not limited to sick leave, use of compensatory time, annual leave, pre-separation leave and terminal leave.

This Negotiated Settlement is not considered final until the Police Commissioner has approved it. However, I acknowledge that this Negotiated Settlement is considered binding upon me once this Negotiated Settlement has been signed by me and my counsel.

If this Negotiated Settlement is approved by the Police Commissioner, I accept said decision, and as a condition of accepting such decision of the Police Commissioner, I hereby waive any and all rights granted to me under all applicable laws of the City and State of New York.

If I violate any terms of this Negotiated Settlement, including if I file an application for any type of retirement pension, including an accidental or an ordinary disability retirement pension, prior to the approval of this agreement by the Police Commissioner and the imposition of this Negotiated Settlement, this Negotiated Settlement will be considered null and void at the discretion of the Police Commissioner. Upon application for any type of retirement, the Police Commissioner may elect to file the above referenced Disciplinary Charges against me or may expeditiously schedule the matter for a Department trial.

I agree not to file any action against either the City of New York or the New York City Police Department for wages or reinstatement to rank. I hereby acknowledge, release and discharge the City of New York and the New York City Police Department from all actions, causes of action, suits, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever in law and equity, my heirs, executors, administrators, successors, assigns, and I ever had, now have or hereinafter can, shall or may have for upon or by reason of any matter or cause whatsoever from the beginning of my date of appointment as a New York City Police Officer to the date of this release.

I understand that this Negotiated Settlement is in lieu of other lawful sanctions that the Police Commissioner may have imposed after trial and upon a finding of guilt for the charged misconduct, but does not preclude the Police Commissioner from exercising the discretion or authority or both as to promotion, demotion or appointment.

Respondent's Initials: 

Beth T. Douglas



ATTORNEY FOR RESPONDENT

KEVIN S. RICHARDSON
DEPUTY COMMISSIONER
DEPARTMENT ADVOCATE

I hereby approve the Negotiated Settlement recommended herein.

DATED: _____

POLICE COMMISSIONER

Respondent's Initials: BS

DEF. P.O. 048

(Revised 10/04)

Disciplinary Case No. 2015-14909

THE NEW YORK CITY POLICE DEPARTMENT

NOTE: THIS AGREEMENT IS SUBJECT TO APPROVAL OF THE POLICE COMMISSIONER

A NEGOTIATED PLEA AGREEMENT FOR SETTLEMENT OF DISCIPLINARY MATTERS WITHIN THE NEW YORK CITY POLICE DEPARTMENT


Prior to the commencement of plea negotiations, it is acknowledged, by the Respondent, Respondent's Attorney and the Department Advocate, that any subsequent agreement concerning a stipulated penalty which may be accepted by the Department Advocate will constitute his recommendation to the Police Commissioner.

In the event that plea negotiations do not result in an agreement, or any agreement concerning a proposed penalty is rejected by the First Deputy Commissioner or Police Commissioner, no statements by the Respondent or his/her Attorney made in connection with this agreement, will be admissible against the Respondent. The Respondent's rights and privileges will remain unaffected, and the Department's disciplinary process will proceed as if plea negotiations had never taken place. Additionally, it is understood that the Police Commissioner retains all rights, privileges and discretion granted him under applicable law as if plea negotiations had never taken place.

DATED: April 27, 2017



ATTORNEY FOR RESPONDENT



RESPONDENT
Police Officer Joseph Beneduce



DEPARTMENT ADVOCATE

I understand that if this Negotiated Settlement is approved by the Police Commissioner, the penalty against me will be as follows:

I shall forfeit thirty (30) vacation days.

and

Dismissal from the New York City Police Department; however, judgment is suspended and I will be placed on Dismissal Probation for a period of one (1) year. I understand that the Police Commissioner may impose punishment of dismissal or any lesser penalty deemed appropriate at any time during such period. This period of probation shall commence upon the approval of this Negotiated Settlement by the Police Commissioner.

If this Negotiated Settlement includes a period of dismissal probation, I understand that said period of dismissal probation shall be **EXTENDED** by any and all time that I am on any of the following: suspension, modified assignment, restricted duty, limited duty, entry-level probation, and leave of absence of any type, including but not limited to sick leave, use of compensatory time, annual leave, pre-separation leave and terminal leave.

This Negotiated Settlement is not considered final until the Police Commissioner has approved it. However, I acknowledge that this Negotiated Settlement is considered binding upon me once this Negotiated Settlement has been signed by me and my counsel.

If this Negotiated Settlement is approved by the Police Commissioner, I accept said decision, and as a condition of accepting such decision of the Police Commissioner, I hereby waive any and all rights granted to me under all applicable laws of the City and State of New York.


If I violate any terms of this Negotiated Settlement, including if I file an application for any type of retirement pension, including an accidental or an ordinary disability retirement pension, prior to the approval of this agreement by the Police Commissioner and the imposition of this Negotiated Settlement, this Negotiated Settlement will be considered null and void at the discretion of the Police Commissioner. Upon application for any type of retirement, the Police Commissioner may elect to file the above referenced Disciplinary Charges against me or may expeditiously schedule the matter for a Department trial.

I agree not to file any action against either the City of New York or the New York City Police Department for wages or reinstatement to rank. I hereby acknowledge, release and discharge the City of New York and the New York City Police Department from all actions, causes of action, suits, debts, sums of money, covenants, contracts, controversies, agreements, promises, damages, judgments, executions, claims and demands whatsoever in law and equity, my heirs, executors, administrators, successors, assigns, and I ever had, now have or hereinafter can, shall or may have for upon or by reason of any matter or cause whatsoever from the beginning of my date of appointment as a New York City Police Officer to the date of this release.

I understand that this Negotiated Settlement is in lieu of other lawful sanctions that the Police Commissioner may have imposed after trial and upon a finding of guilt for the charged misconduct, but does not preclude the Police Commissioner from exercising the discretion or authority or both as to promotion, demotion or appointment.

Respondent's Initials:





ATTORNEY FOR RESPONDENT

**KEVIN S. RICHARDSON
DEPUTY COMMISSIONER
DEPARTMENT ADVOCATE**

I hereby approve the Negotiated Settlement recommended herein.

DATED: _____

POLICE COMMISSIONER

DEF. P.O. 045

Respondent's Initials: 

(Revised 10/04)

Disciplinary Case No. 2015-13796

THE NEW YORK CITY POLICE DEPARTMENT

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DATED: May 18, 2017


ATTORNEY FOR RESPONDENT
RESPONDENT

Police Officer Christopher Delbroccolo


DEPARTMENT ADVOCATE

appeal an adverse decision rendered after such hearing to a court or administrative agency of proper jurisdiction.

I understand that if this Negotiated Settlement is approved by the Police Commissioner, the penalty against me will be as follows:

I shall forfeit thirty (30) vacation days.

and

Dismissal from the New York City Police Department; however, judgment is suspended and I will be placed on Dismissal Probation for a period of one (1) year. I understand that the Police Commissioner may impose punishment of dismissal or any lesser penalty deemed appropriate at any time during such period. This period of probation shall commence upon the approval of this Negotiated Settlement by the Police Commissioner.

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I understand that this Negotiated Settlement is in lieu of other lawful sanctions that the Police Commissioner may have imposed after trial and upon a finding of guilt for the charged misconduct, but does not preclude the Police Commissioner from exercising the discretion or authority or both as to promotion, demotion or appointment.

Respondent's Initials: 



Beth T. Douglas


ATTORNEY FOR RESPONDENT

**KEVIN S. RICHARDSON
DEPUTY COMMISSIONER
DEPARTMENT ADVOCATE**

I hereby approve the Negotiated Settlement recommended herein.

DATED: _____

POLICE COMMISSIONER

Respondent's Initials: 

DEF. P.O. 042